

**CONTRACT NAME: AGREEMENT BETWEEN SOS ENTERTAINMENT AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides Disc Jockey Services for the 9th Grade dance to be held at Holmes Junior High on Friday, May 3, 2019 from 7:00 pm - 9:00 pm. All DJUSD Junior High 9th Grade students are able to attend (excluding extenuating circumstances).

FISCAL IMPACT: Associated Student Body funds pay the \$685 cost of this agreement.

SOS

ENTERTAINMENT

San Diego – Los Angeles – San Jose – Las Vegas
Central Office: 1414 Golden Crest Drive, Escondido, CA 92029
(800) 6321-SOS (767) - Fax: (888) 425-2378

SINGLE EVENT CONFIRMATION CONTRACT

Agreement made on 04/17/2019, by and between Holmes Junior High is hereinafter referred to as the "Client", and by request SOS ENTERTAINMENT referred to as "SOS".

Event Summary

Event: Dance 2019

Date: Friday, May 3, 2019

Time: 7pm - 9pm

Location: School Campus

***On-site contact name (for day of event): Donny Nush Cell #: 916-300-3718

Requirements

By executing this contract, Client agrees that he or she is at least eighteen (18) years of age, that he or she has the authority to enter into this Agreement on behalf of Client.

Individual Event Details

Event details including: package contents, agenda items, etc. may be found on documents outside of this individual agreement.

Payment Requirements

Client agrees to pay SOS the amount of \$685 for rendered services during listed event. The final Service Fee must be received in full before the listed event date. Payment may be made via check, cashier's check, cash or credit card. Late payments are subject to penalties and/or late fees. Additionally, all extended special pricing and discounts will be void if payment is not received PRIOR to the event date. If payment is not received within 30 days of the event, client agrees to pay a late fee equal to 15% of the total Service Fee.

Arrival Time, Set-up and Strike

This Agreement guarantees SOS will be ready to perform at the start time of the engagement. SOS requires at least 1 hour(s) before the engagement for set-up and 1 hour(s) after the engagement to remove equipment.

Equipment Guarantee

SOS will be responsible for any unforeseen equipment failure or damage due to negligence. A refund for the specific service costs or costs of damage to property will be made to Client by SOS.

Client Direction

Client expressly reserves the right to control the manner, means and details of the performance and/or services by SOS through the provided questionnaire(s) and/or through an event agenda provided by Client. SOS must receive any written event/music agenda or music request list prior to the engagement to guarantee inclusion in SOS' programming guidelines. Client shall provide necessary event media, lists or other paperwork by the following deadlines:

- | | |
|--|---------------------------------|
| ➤ Requests for General, Auto, Workers Comp Insurance certs | At least 14 DAYS prior to event |
| ➤ Music Questionnaires / Request Lists, MultiMedia Content | At least 7 DAYS prior to event |

Working Condition and Guarantees

Client will provide a safe environment for SOS to perform its services. This environment must be safe from hazards associated to physical or verbal harassment, construction, water, rain, fire, extreme temperatures, or other elements hazardous to sensitive audio

visual equipment, crew and performers. Client agrees to grant access to necessary elements required for SOS to perform its services before, during and after the event. This includes, but is not limited to: Venue parking, safe venue load area, sufficient lighting (if at night), a contact for the venue, unlocked entry ways to venue, accessible electrical, accessible water, etc. Client agrees to hold SOS harmless in the case that SOS is unable to access the required elements to perform its services.

Guests

Client shall assume the risk and responsibility for Client's guests at all times. Client is explicitly responsible for damage caused by negligence of Client's guests. Client is also responsible for the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.

Client and other Vendor Equipment

SOS will not be held responsible for equipment or items belonging to Client or other Vendors not directly contracted by SOS. Client may not hang or secure items to existing SOS equipment. Client agrees to not rearrange, adjust or move SOS equipment in any way. Client also agrees to not disconnect electrical power provided to SOS at any time or connect electrical items to outlets, cables or power strips belonging to SOS, unless directly advised to do so by an SOS representative.

Cancellations and Amendments

This Agreement cannot be terminated except by mutual written consent of both the Client and SOS. In the case of cancellation, Client is required to pay any unrecoverable costs incurred by SOS after this Agreement is signed. Client agrees to pay full Service Fee (if listed above) if event is cancelled within 7 days of event date. Client also agrees all installment payments prior to event are non-refundable. Should Client make changes to the event date and/or time after this Agreement, Client shall be responsible for compensating SOS for event planning, production costs, vendor cancellation fees and any additional costs associated with such change. In the case where a multi-event discount exists, previously extended discounts included in a multi-event Agreement may be void and/or the difference retroactively due in full.

Force Majeure

Neither party shall be liable for any failure or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including (without limitation) acts of God or a public enemy including, but not limited to: earthquakes, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes and/or acts of any governmental body, nor shall any such failure or delay give either party the right to terminate this Agreement.

Limit of Liability

SOS' liability for failure to perform in whole or in part any portion of the Agreement of services, or failure of any rented equipment to operate properly or effectively, is limited to the face value of the contract for those specific products or services. SOS shall not be responsible for any injury suffered by Client, its agents or guests either in person or on property other than by reason of the negligence or willful misconduct by any agent employed by SOS on the premises. SOS shall further have no responsibility for loss or damage to personal property of Client or its agents or guests unless due to SOS' negligence. Further, SOS shall not be responsible for any personal injuries sustained by Client or its agents or guests in the parking areas adjacent to or provided for the event location.

Agreements

If any provision of the Agreement is judicially declared to be invalid, illegal or unenforceable, such provision shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall remain in force.

Arbitration

Any dispute or claim arising from or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), except for a dispute or claim falling within the jurisdiction of the California Small Claims Court, shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. Awards shall be final, binding and non-appealable.

Signatures

SOS ENTERTAINMENT

(Signature) Derek Sage

(Print Name) Derek Sage

(Date) 04/16/19

CLIENT

(Signature) Bruce E Colby

(Print Name) Bruce E Colby

(Date) 5-1-19